

AGREEMENT
BY AND BETWEEN
TOWN OF SARDINIA
AND
HIGHWAY EMPLOYEES' ASSOCIATION

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ARTICLE I Preamble

WHEREAS, it is the policy of the Town Board of the Town of Sardinia, hereinafter referred to as "Employer", and the Sardinia Highway Employees Association, hereinafter referred to as "Association", to promote harmonious and cooperative relationship between the Employer and its Employees and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of Government, and

WHEREAS, the above parties, pursuant to the Public Employees' Fair Employment Act, have agreed upon the terms and conditions of employment contained herein.

NOW, THEREFORE, in consideration of the mutual covenants, and agreements herein contained the Employer and the Association, acting through their duly authorized representatives, hereby agree as follows:

ARTICLE II

Jurisdiction

Section 1.

The Employer recognizes the Association as the sole collective bargaining representative for its employees within its units; namely permanent full-time highway employees of the Town of Sardinia, hereinafter referred to as "Employees".

ARTICLE III

Management Rights

Section 1.

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it, including but not limited to, the right to determine the mission, purposes, objective and policies of the Town of Sardinia, to determine facilities, methods, means and number of personnel for the conduct of the Town's programs; to administer the merit system; including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or re-classify and to allocate new or existing positions by law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE IV

Section 1.

Recognition of Public Employees' Status

The Association recognizes the status of the Employees as "Public Employees" and the provisions of the law applicable thereto which prohibit strikes the willful absence from one's position, a stoppage of work or the abstinence, in whole or in part, from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in conditions or compensations, or the rights, privileges and obligations or employment. The Association further recognizes that any public Employee who engages in said acts is subject to the penalties provided under the New York State Law.

ARTICLE V

Section 1.

Rate of Pay

The rates of pay, as set forth in Appendix A to this Agreement, shall constitute the basis for the determination of wages for time worked.

Section 2.

Any Employee who works more than forty (40) hours in any work week shall be paid in accordance with the Fair Labor Standards Act.

Section 3.

Sick leave, personal leave, vacation time, and holidays shall be computed as straight time, and shall not count as hours worked for the determination of overtime benefits except that New Years Day, Thanksgiving Day and Christmas shall be considered time worked for the determination of overtime benefits.

Section 4.

Wages shall be paid on Thursday.

Section 5.

Any employee hired after December 31, 1995 shall be entitled to a longevity increment of \$1.00 per hour of the hourly wage rate when they have completed four (4) years of full time consecutive service.

ARTICLE VI

Section 1.

Hours and Work Week

The work week of Employees shall commence at 12:01 A.M. Monday and end at 12:00 midnight on Sunday.

Section 2.

The normal work days of Employees shall consist of five (5) eight (8) hour days, Monday through Friday, commencing at 6:30 A.M. and ending at 3:00 P.M.

Section 3. The normal work days of the Employees, beginning May 1st and ending September 30th, of each respective year, may, with the consent of the Highway Superintendent, consist of four (4) ten (10) hour days, Monday through Thursday, commencing at 6:00 A.M. and ending at 4:30 P.M. The provisions for sick leave, personal leave, vacation time and holiday shall continue to be computed as straight time, and shall not count as hours worked for the determination of overtime benefits except that New Years Day, Thanksgiving Day, and Christmas shall be considered time worked for the determination of overtime benefits.

Section 4. Employees shall submit to the Employer a weekly time sheet by noon each Tuesday for the previous work week. Such time shall clearly identify for each day in the work week the number of hours worked and the number of hours claimed for sick leave, personal leave, vacation time and designated holidays. Daily work hours shall be further classified into major categories such as road maintenance, snowplowing, equipment, maintenance, shop time, and building and park maintenance. Employees shall be exempt from providing such classification of work hours for those work weeks that the required information is provided by the Highway Superintendent or Deputy Highway Superintendent.

ARTICLE VII Grievance Procedure

Section 1. Definitions

A. A grievance shall mean any claim concerning a violation, problem with interpretation, or inequitable application of any provision or clause of the Agreement. This term does not include exercise of any management prerogative consistent with the terms of this Agreement, any work rule, or any matter which is otherwise reviewable pursuant to the law and any statute, ordinance or other rule or regulation having the force and effect of law.

B. Upon written demand, each party shall have access to written statements or records prepared by the other party which are presented, or will be presented, as evidence by

the other party in any arbitration hearing, at least five (5) working days in advance of said arbitration hearing.

- C. The time limits as set forth in this Article are of the essence. They may only be executed by mutual agreement of the parties, and then in a signed writing sworn to by representatives of both parties. The failure of the grieving to proceed with the time limits set forth shall terminate the grievance with prejudice at that step. The failure of the Employer to answer within the time limits set forth requires the grievants to proceed to the next step of grievance procedure within a timely manner, as though the grievance had received a timely answer from the Employer. The Employees, as defined in this contract, may utilize the agreements and arbitration procedure contained herein.

- D. Before an Employee herein submits a grievance under this Article, the matter must be discussed with the Employee's immediate supervisor.

Section 2.

Procedure

- A. The procedure to be followed shall be a three step procedure as follows:

- (1) An aggrieved Employee shall present the grievance in writing in a form to be provided by the Employer, signed by the aggrieved Employee, setting forth the date, time and place of the alleged grievance, facts of the grievance, particular section of this Agreement alleged to have been violated, and relief sought. Said grievance must be given to the Highway Superintendent or his designee within ten (10) working days from the occurrence of the grievance, or within ten (10) working days from the date the grievant knows or has knowledge of the grievance. (Failure to submit to a grievance containing all these elements shall terminate the grievance with prejudice from that point). The Highway Superintendent or his designee shall submit a written decision within ten (10) working days from the date of the receipt of the grievance, and shall so notify the grieving accordingly.

- (2) If the Highway Superintendent has not satisfied the grievance within ten (10) days from the time the grievant has presented the grievance in Step 1, the Employee may appeal the grievance to the Town Supervisor by filing it, in writing, at the Supervisor's Office no later than five (5) working days after the grievance was denied in Step 1. The Town Supervisor or his designee shall meet in the Town Offices with the Highway Superintendent and the aggrieved Employee no later than ten (10) working days after the grievant has timely filed the Appeal with the Town Supervisor. Not later than the tenth working day of the date of the meeting, the Supervisor shall answer the grievance in writing, and shall provide a copy of his answer to the Highway Superintendent and to the aggrieved Employee.
 - (3) The parties hereby stipulate that any grievance submitted to arbitration shall proceed according to PERB Rule 207 governing arbitration.
- B. The arbitration, if possible shall be held outside the normal working time. However, if such cannot be arranged, the attendance of the aggrieved Employee shall be with pay at straight time.
- C. The parties consent that by submission to arbitration, the decision of the arbitrator shall be final and binding upon both parties.

ARTICLE VIII Discipline and Discharge

Section 1. All Employees covered by this Agreement; shall be afforded the benefits of Section 75 and 76 of the New York State Civil Service Law in the matters of discharges and discipline.

Section 2. Each of the following constitutes just cause for discipline action:

- A. Fraud in obtaining employment, incompetence, neglect of duty, insubordination to a superintendent or foreman, dishonesty, theft from a fellow employee or from the Town or any Town Official; drunkenness while on duty, the use of drugs or narcotics while on the job or while

being under the influence thereof while on the job;
absence without permission for more than two (2) days;
discourteous treatment of the public or other employees;
fighting while on the job, and willful disobedience. Said
list of reasons of just cause for discipline and discharge is
meant to be representative, and it not all inclusive.

Section 3. The parties herein consent that the hearing officer for
disciplinary actions shall be chosen in accordance with
the procedure outlined in the aforementioned grievance
procedure.

ARTICLE IX

Layoffs

Section 1.

There shall be no loss of jobs as a result of
subcontracting to private sector individuals and
companies for goods, equipment and services provided
that the Employer herein reserves the right to use outside
help for emergencies and for such other instances arising
out of emergencies. For the purpose of this Agreement,
an emergency arises at any time when essential work
cannot be completed during the normal work day. The
Superintendent of Highways has sole discretion to decide
what constitutes an emergency situation. It shall not be a
violation of this paragraph for a supplier or its agents to
deliver supplies to the Employer.

Section 2. All overtime shall be offered to regular full-time
Employees prior to hiring emergency help.

Section 3. In the event of a lay off, separation from employment
will be in the inverse order of the seniority of the
Employees affected. For the Employees covered by this
Agreement, seniority shall be measured as of the most
recent date hired.

Section 4. All permanent Employees in the Highway Department
will be considered as single lay off unit. Laid off
Employees shall have recall rights for a maximum of
three years and placed on a preferred eligible list.

ARTICLE X

Holidays

Section 1.

Employees shall receive ten (10) paid holidays. The
designated holidays are:

New Years Day Independence Day Thanksgiving

President's Day Labor Day Christmas Good Friday
Columbus Day (observed) Memorial Day (observed)
Veterans Day (observed).

- Section 2. Employees shall be compensated for designated holidays at straight time for a normal work day as defined.
- Section 3. Employees shall receive one and one-half (1 ½) times their base hourly rate for work performed on designated holidays.
- Section 4. If any one of the designated holidays fall on Saturday, the prior Friday will be observed as a Holiday.
- Section 5. To qualify for holiday pay, an Employee must work the scheduled work day prior to the designated holiday or the scheduled work day immediately after the holiday. Prior approved vacation time shall be considered time worked for the purpose of determining holiday pay eligibility. Sick leave and personnel leave shall not be considered time worked for the purposes of determining holiday pay eligibility.

ARTICLE XI

Section 1.

Health and Disability Insurance

The Employees hired prior to January 1, 1996, shall be covered by Blue Cross & Blue Shield of Western New York or other health insurance coverage mutually agreeable to both the Employees and Employer. Such health insurance shall include coverage for Major Medical prescription card with accompanying co-payment and precare program. The Employer shall pay one hundred percent (100%) of the monthly premium for said coverage up to a maximum of \$400.00 per Month per Employee. Any portion of the monthly premium exceeding said maximum shall be shared between the Employer and the Employee with the Employer paying fifty percent (50%) and the Employee paying fifty (50%) percent.

Section 2.

The Employees hired after December 31, 1995 shall be covered by Blue Cross & Blue Shield of Western New York or other health insurance coverage mutually agreeable to both the Employees and Employer. Such health insurance shall include coverages for Major Medical, prescription card with accompanying co-

payment, and precare program. The Employer shall pay eighty percent (80%) of the monthly premium for said coverage and each Employee shall pay twenty percent (20% of the monthly premium for said coverage.

Section 3. The Employees hired after December 31, 1995 and before January 1, 2012, shall be covered by disability insurance coverage with the premium to be paid one hundred percent (100%) by the Employer.

ARTICLE XII

Vacation

Section 1.

The parties herein realize that due to the nature of work performed by the Employees and the bargaining unit, and the peculiar needs faced by the Employer during the Winter, the Employees herein agree that between November 1st and April 1st no more than one (1) Employee may schedule designated vacation days at the same time, and, no vacation period shall be of a duration longer than five (5) working days. Application must be made to the Highway Superintendent for a designated vacation time during the aforementioned period of more than five (5) working days.

Section 2.

Each Employee hired prior to January 1, 1996, shall be entitled to eighty (80) hours annual paid vacation after completing one (1) year of continuous service; one hundred twenty (120) hours after three (3) years of continuous service, one hundred sixty (160) hours after eight (8) years of continuous service; and eight (8) additional hours of annual paid vacation for each year of continuous service in excess of eight (8) years up to a maximum 208 hours of annual paid vacation.

Section 3.

Each Employee hired after December 31, 1995, shall be entitled to eighty (80) hours annual paid vacation after completing one (1) year of continuous service, one hundred twenty (120) hours after ten (10) years of continuous service; one hundred sixty (160) hours after eighteen (18) years of continuous service; and eight (8) additional hours of annual paid vacation for each year of continuous service in excess of eighteen (18) years up to a maximum 200 hours of annual paid vacation.

Section 4. The use of vacation time shall be approved in advance by the Superintendent of Highways.

Section 5. Unused vacation time shall not carry forward into succeeding years. Any accrued unused vacation time for the year of retirement may be applied towards the payment of Health Insurance if continued through the Town upon retirement. The unused vacation time, or its cash equivalent shall not otherwise be available to the Employee.

ARTICLE XIII Retirement Plan

Section 1. All Employees shall be placed under the New York State Employees Retirement System and contributions paid for pursuant to the laws governing said Retirement System.

ARTICLE XIV Sick Leave and Personal Leave

Section 1. Each Employee shall accrue eighty (80) hours of sick leave per year.

Section 2. Each Employee shall be entitled to accumulate accrued sick leave up to a maximum of one thousand two hundred (1,200) hours.

Section 3. An Employee may use sick leave only when sickness or accident prevents the Employee's regular attendance and performance on the job. Notice of such sickness or accident shall be given to the Superintendent of Highways at the start of the Employee's regular shift unless the Superintendent of Highways waives such notice.

Section 4. An employee who has been unable to perform his job for a period of four (4) consecutive workdays by reason of sickness or accident shall not be permitted to commence employment for the Employer until he has presented to his Superintendent of Highways a statement from his attending physician certifying that the Employee has recovered sufficiently to allow him to engage in the full and unrestricted performance of his duties on the job. The original of said physician statement shall be forwarded to the Town Supervisor for inclusion in the Employee's personnel file.

- Section 5. Each Employee hired prior to January 1, 1996, shall be entitled to forty (40) hours of personnel leave per year.
- Section 6. Each Employee hired after December 31, 1995 shall be entitled to twenty-four (24) hours of personal leave per year.
- Section 7. Notice shall be given to the Superintendent of Highways within twenty-four (24) hours of the anticipated time that an Employee wishes to take personal leave.
- Section 8. Unused personal leave as of each December 31st shall be converted into sick leave subject to the maximum accumulation of sick leave.

ARTICLE XV Saving Clause

- Section 1. Should any word, clause, sentence or paragraph of this Agreement be stricken as null and void either under the statutes, laws, rules and regulations of the State of New York or for purposes of public policy, the striking or invalidation shall apply only to that part of the Agreement, and shall not affect the remainder thereof.

ARTICLE XVI Effective Date

- Section 1. This Agreement shall become effective January 1, 2012 and shall cover the calendar years of 2012, 2013 and 2014.

IN WITNESS WHEREOF, the Employer has hereunder caused this Agreement to be executed by the Supervisor of the Town of Sardinia and the Association has caused this Agreement to be executed by its duly authorized representative on the dates set opposite their respective signatures.

TOWN OF SARDINIA

YEAR	HOURLY WAGE
2012	\$20.32
2013	\$21.13
2014	\$21.98

Basic hourly wage rates for employees hired after December 31, 1995 and before January 1, 2012 with four (4) years or more consecutive service:

Motor Equipment Operators:

YEAR	HOURLY WAGE
2012	\$18.73
2013	\$19.48
2014	\$20.26

Basic hourly wage rates for employees hired after December 31, 1995 with less than four (4) years or more consecutive service:

Motor Equipment Operators:

YEAR	HOURLY WAGE
2012	\$17.41
2013	\$18.11
2014	\$18.83

Bi-weekly pay periods remain in effect.

When an employee hired after December 31, 1995 but before January 1, 2012 has completed four (4) years of full time consecutive service, they shall receive forty (40) hours of personal leave per year.

New employees hired after January 1, 2012 are required to have a physical paid for by the Town of Sardinia.

BY: Mary L. Hannon DATE: 2/17/12 WITNESS: Betty G. Marsh
Mary Hannon, Town Supervisor

SARDINIA HIGHWAY EMPLOYEES ASSOCIATION

BY: Robert Hutchinson DATE: 2/21/12 WITNESS: Cheyl Earl
Robert Hutchinson

BY: Donald E. Schaus DATE: 2/21/2012 WITNESS: Cheyl Earl
Donald Schaus

BY: John Wikolaski DATE: 2/24/12 WITNESS: Cheyl Earl
John Wikolaski

Appendix A

BASIC HOURLY WAGE SCHEDULE

Basic hourly wage rates for employees hired prior to January 1,
1996:

Motor Equipment Operators: